

**Resolution Endorsing the Memorandum of Understanding  
By and between New Mexico Conference of the United Methodist Church and  
Sacramento Camp and Conference Center Inc.**

*Submitted by the Board of Trustees of New Mexico Annual Conference*

**WHEREAS**, the New Mexico Annual Conference and Sacramento Camp and Conference Center have enjoyed over 90 years of cooperation and mutual ministry together and have benefited greatly from such cooperation,

**AND WHEREAS**, nevertheless, the Board of the Sacramento Camp and Conference Center at this time has proposed to continue providing its services to a broad area of users independently, not affiliating with a church, religious denomination, or sect,

**AND WHEREAS**, the 2023 Session of the New Mexico Annual Conference adopted a resolution stating, "We resolve and agree that the New Mexico Annual Conference should make every reasonable effort to reach a negotiated resolution through representatives of the [Sacramento Camp and Conference Center] and the Conference, so long as the Camp's leadership agrees to the same, and that any agreement between the Sacramento Camp and Conference Center and the New Mexico Annual Conference should seek first the will of God for each entity,

**AND WHEREAS**, representatives from the Conference Board of Trustees, the Conference Chancellor, the Camp Board of Directors, and the camp's legal representation met in November 2023 and again in April 2024 to seek such a negotiated resolution and reached an agreement articulated in a Memorandum of Understanding;

**AND WHEREAS**, all parties agree that litigation is costly, both to relationships and finances,

**AND WHEREAS**, the Conference Board of Trustees adopted and endorsed the terms of the Memorandum of Understanding in May 2024, provided that the Memorandum of Understanding be adopted and ratified by the next session of the New Mexico Annual Conference of the United Methodist Church.

**THEREFORE, BE IT RESOLVED:** that the Memorandum of Understanding between the New Mexico Conference and Sacramento Camp and Conference Center be adopted and ratified by the Annual Conference,

**BE IT FURTHER RESOLVED:** that the Camp and Conference Trustees work together for implementation of agreed terms in the Memorandum of Understanding including recording of the agreement with the Otero County Clerk,

**FINALLY, BE IT FURTHER RESOLVED:** that every effort be made for the collection and sharing of records, documents, photographs, and materials documenting the Camp's legacy and history for storage in the Conference Archives.

**MEMORANDUM OF UNDERSTANDING**  
**By and Between**  
**New Mexico Annual Conference of the United Methodist Church and**  
**Sacramento Camp and Conference Center, Inc.**

**Preamble**

**Sacramento Camp & Conference Center** (“Sacramento”) has existed to provide camping opportunities for interdenominational Christian ministry combined with recreational activities. In a changing environment, Sacramento desires to continue to provide the same opportunities into the future. In further assurance of Sacramento’s continued ability to provide those services, Sacramento and **New Mexico Annual Conference of the United Methodist Church** (“NMAC”) agree that it is imperative that Sacramento maintain its separate corporate identity and financial integrity. Sacramento and NMAC agree as follows:

1. Sacramento will continue to provide its services to a broad area of users by remaining an independent cooperation and not affiliating with churches, religious denominations, sects or like bodies/organizations. This does not preclude Sacramento from joining professional industry-related organizations such as the American Camping Association and the Christian Camp and Conference Association or partnering in ministry with other organizations such as Angle Tree Prison Ministry and the Boy and Girls Club of Alamogordo.
2. Families who have purchased space in the columbarium or who have loved ones in the columbarium shall be notified of this agreement by Sacramento. Sacramento shall be responsible to for working with any family that has purchased a space and desires to turn the space back to Sacramento.
3. Should Sacramento decide to sell some, or all, of its real property, NMAC shall be given a right of first refusal to match any bona-fide offer Sacramento has received for the real property. Sacramento shall give NMAC written notice of the bona-fide offer. NMAC shall have thirty (30) days to match the bona-fide offer. If NMAC matches or exceeds the bona-fide offer, the real property shall be sold to NMAC. This provision shall only apply to NMAC. If NMAC ceases to exist or merges with another conference, the provision shall not apply. Sacramento acknowledges and agrees that it is subject to the legal restriction that it must sell or transfer real property to a nonprofit entity of like kind. This provision shall not apply to real property with reverter clauses.
4. In reaching this Agreement, NMAC must comply with any applicable requirement of the 2016 version of the Book of Discipline.
5. Considering the history of the relationship between the United Methodist Church and Sacramento, in the selection of members of its Board of Directors, Sacramento shall be open to and not discriminate against member(s) of the NMAC or members of churches that were in the NMAC as of July 1, 2024 being on the Board of Directors.
6. NMAC and Sacramento are separate entities that have a shared history of cooperation in the promotion of Sacramento and its ministries/programs. By 2023, for Sacramento to continue to provide its ministries/services, it must be able to broadly provide its services to financially meet its obligation to operate as an independent entity.

7. NMAC and Sacramento further agree that:
  - a. Sacramento was incorporated on September 24, 1931, as a nonprofit corporation for the purpose of operating a Christian Camping and Retreat Center.
  - b. There have been several corporate name changes since the date of incorporation that are (i)The Sacramento Mountain Methodist Assembly; (ii)The New Mexico Methodist Conference Camps Board, Inc., an association not for profit; and (iii) Sacramento Camp and Conference Center, Inc. and others, [all the foregoing corporate names are jointly referred to as "Sacramento"].
  - c. Sacramento has been, and continues to be, a nonprofit tax-exempt corporation with no capital stock and no ownership by any person(s) or entity(ies) of any nature as required by the New Mexico Nonprofit Corporation Act.
  - d. Sacramento and NMAC agree that this Memorandum is necessary to clarify their relationship.
  - e. Sacramento is an independent nonprofit New Mexico corporation tax- exempt corporation with its own independent Board of Directors.
  - f. NMAC agrees that Sacramento owns all its assets, in particular real property.
  - g. NMAC disclaims any interest of any nature in Sacramento and any of its assets, whether real property or personalty. This does not affect the right of first refusal.
  - h. The individuals executing this Agreement have the requisite authority to enter into and bind their respective entities/organizations.
  - i. Sacramento and NMAC agree that this signed document is to be filed with the Otero County Clerk's Office in Alamogordo, NM.